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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Dec 21, 2022

SEAN F. MCAVOY, CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Plaintiff,

v.

WALTER RILEY & JANE DOE RILEY,
individually and as the marital community
composed thereof, d/b/a RILEY'S RIVER
RANCH,

Defendants.

No. 2:18-CV-00024-SAB

CONSENT DECREE

Before the Court is the parties' Stipulated Motion for Settlement Agreement and Consent Decree, ECF No. 60. The parties indicate they have entered into a settlement agreement. They ask the Court to accept the agreement into the record and issue a Consent Decree accordingly.

Approval of a proposed consent decree is within the discretion of the Court. *United States v. State of Or.*, 913 F.2d 576, 580 (9th Cir. 1990). Before approving a consent decree, a district court must be satisfied that it is at least fundamentally fair, adequate and reasonable. *Id.* “The court need only be satisfied that the decree represents a ‘reasonable factual and legal determination.’” *Id.* at 581 (citation omitted).

The Court has reviewed the Settlement Agreement and Consent Decree and the filings in this case. The Court concludes the plan is fair, reasonable, and legal, and good cause exists to accept it into the record as a binding judgment.

CONSENT DECREE *1

1 Accordingly, **IT IS HEREBY ORDERED:**

2 1. The parties' Stipulated Motion for Settlement Agreement and Consent
3 Decree, ECF No. 60, is **GRANTED**.

4 2. The parties' Settlement Agreement and Consent Decree, attached to
5 this Order as Exhibit 1, as well as the incorporated Exhibits 1A through 6, are
6 **ACCEPTED** into the record as part of this Consent Decree,

7 3. The parties may seek enforcement of the requirements of the
8 Settlement Agreement and Consent Decree by motion to the Court under its
9 ongoing, continuing supervision. This Court shall retain continuing jurisdiction
10 over this action to enforce or modify the Consent Decree, consistent with
11 applicable law or to resolve all disputes arising hereunder, as may be necessary or
12 appropriate for construction or performance of the Settlement Agreement and
13 Consent Decree. During the pendency of the Consent Decree, any party may apply
14 to the Court for any relief necessary to construe and effectuate the intended
15 purpose of the Consent Decree.

16 4. Upon its entry by the Court, the Consent Decree shall have the force
17 and effect of a final judgment. Any modification of this Consent Decree shall be in
18 writing and shall not take effect unless signed by both the Plaintiff and the
19 Defendants, and approved and entered by the Court.

20 **IT IS SO ORDERED.** The District Court Clerk is hereby directed to enter
21 this Order, provide copies to counsel, **and** close the file.

22 **DATED** this 21st day of December 2022.



23
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25
26 A handwritten signature in blue ink that reads "Stanley A. Bastian".
27
28

Stanley A. Bastian
Chief United States District Judge

CONSENT DECREE *2

EXHIBIT 1

Vanessa R. Waldref
United States Attorney (EDWA)
Timothy M. Durkin
Derek T. Taylor
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Post Office Box 1494
Spokane, WA 99210-1494
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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

COMES NOW the Plaintiff, the United States of America, through its executive agency, the United States Army Corps of Engineers ("Corps" or "Plaintiff" or "USACE"), by its counsel with the United States Attorney's Office for the Eastern District of Washington ("USAO"), and the Corps' Office of District Counsel (ODC), Walla Walla District, and the Defendants Walter Riley and Mrs. Jane Doe (Jeannie) Riley, husband and wife, and d/b/a Riley's River Ranch, Mr. Riley as Trustee of the Lester Riley Trust, and Chad Lindgren as remainderman beneficiary of said Trust and any business or entity doing business as (d/b/a) Riley's River Ranch (including

1 officers / agents / manager(s)), individually and jointly (“Rileys” or “Defendants”),¹
2 through their counsel, Toni Meacham, Attorney at Law, PLLC, and stipulate and agree
3 that they have reached a Settlement Agreement and Consent Decree (SACD) that
4 provides for the mutual resolution of this case.

5

6 **I. RECITALS**

7 WHEREAS the Plaintiff holds legal title to certain public lands encompassing
8 segment tracts 302, 303, 304-1, 309, and 312 in sections 4, 5, 8, and 9 of township
9 13N and Range 40E, Willamette Meridian, located within what is now Central Ferry
10 Habitat Management Unit (“HMU”) of the Little Goose Lock and Dam Project in
11 Central Washington state, said land having been purchased by the United States for
12 that Civil Works water resources project;

13 WHEREAS, Plaintiff has authority to hold title and to manage its federal lands
14 pursuant to powers under the Constitution, primarily the Property Clause, which gives
15 Congress the power to dispose of and make all needful Rules and Regulations
16 respecting the Territory or other Property belonging to the United States. U.S Const.,
17 Art IV. The Supreme Court has consistently interpreted this power to be extremely
18 expansive, repeatedly observing that the power over the public land thus entrusted to
19 the United States is without limitations. *Kleppe v. New Mexico*, 426 U.S 529, 539
20 (1976); *United States v. San Francisco*, 310 U.S 16, 29 (1940). The United States has
21 the right and authority to manage all of its lands. *Kleppe, id.*; *State of Nevada v.*
22 *Watkins*, 914 F.2d 1545, 1552 (9th Cir. 1990), cert. denied 111 S.Ct. 1165;

23

24

25 ¹ Plaintiff relies upon the accuracy of information provided by Defendants in
26 identifying those persons – entities having an ownership or operator or managerial
27 interest in Riley’s River Ranch’s business, and those having an interest in the real
28 estate upon which Riley’s River Ranch conducts its livestock business in Whitman
County, WA (EDWA).

1 WHEREAS, the Corps' multi-purpose Civil Works projects are generally
2 authorized under the Commerce Clause (Article 1, Section 8, Clause 3) of the U.S.
3 Constitution, with specific project authorization most commonly found in a series of
4 River and Harbor and Flood Control acts passed by Congress. Acquisition of real
5 property for civil works projects, provided for by law, is authorized in 33 U.S.C. 558b,
6 591-595a and 701. See also, Chapter 5, Engineer Regulation 405-1-11;

7 WHEREAS, the construction and future operation and maintenance of the Little
8 Goose Lock and Dam Project was authorized by Congress in the River and Harbor Act
9 of 1945 (Public Law 790-14). The Corps is charged by federal statute to manage,
10 administer and protect the public lands encompassing the Little Goose Lock and Dam
11 project. 16 U.S.C. § 460d. Public use (and unauthorized use) of water resources
12 development projects administered by the Corps is governed by 36 C.F.R. Part 327;

13 WHEREAS, Defendants own or have an interest in land (in fee) adjacent to the
14 Plaintiff's federal land in tracts 302, 303, 304-1, 309, and 312 in sections 4, 5, 8 and 9
15 of township 13N and Range 40E, Willamette Meridian, which is used primarily as a
16 livestock (e.g., cattle) ranch. Tract 303 was purchased from the Defendants'
17 predecessor in interest for use in the Little Goose Lock and Dam Project, while the
18 other tracts were acquired from other parties. Defendants maintain such lands were
19 historically used for livestock production before the land was purchased by the United
20 States;

21 WHEREAS, the Plaintiff alleges that Defendants have, from at least 2011 to
22 approximately 2021, failed to prevent livestock from entering USACE managed
23 federal lands (i.e., primarily during winter calving and feeding operations); since at
24 least 2011 to the present, have deposited other ranch equipment, materials and
25 associated personal property (i.e., fence posts, feeders, etc.) on the USACE's managed
26 land; and, have made other disturbances - modifications to the public lands within

1 Central Ferry HMU. These encroachments are shown in the attached maps of Exhibits
 2 1A, 1B², and 2, which are incorporated herein.

3 WHEREAS, Defendants deny the nature and extent of Plaintiff's allegations,
 4 but acknowledge that their cattle have, from time-to-time, entered and remained upon
 5 the USACE managed federal lands. Defendants further admit that they, their
 6 employees/agents, predecessor in interest and/or third parties, have deposited, left
 7 and/or stored ranch equipment and other personal property (fence posts, feeders, etc.)
 8 on Plaintiff's federal lands, or made certain modifications thereto. However,
 9 Defendants do dispute and deny certain aspects of the alleged trespasses /
 10 encroachments (e.g., nature, length/frequency, etc.) and further maintain they acted in
 11 good faith due to confusion from the original government brass cap boundary
 12 monuments;

13 WHEREAS, Plaintiff also alleges Defendants, their predecessor in interest, or
 14 persons at their direction, constructed (and have for decades maintained) a portion of a
 15 building that encroaches on Corps managed federal land, within the area that is now
 16 the Central Ferry HMU. *See* Exhibits 1A, 1B and 3;

17 WHEREAS, the Plaintiff had the lands in question surveyed in 2014 and
 18 provided a copy of the survey to Defendants. Exhibit 6 (Survey Map). The survey
 19 generally confirmed the Corps' understanding of the land boundary, though a small
 20 section of the Corps' fence-line near Highway 127 was determined to have

21
 22
 23 ² Exhibit 1A is the original January 12, 2018, image/map of encroaching equipment,
 24 materials and other items Plaintiff alleges were put/placed on federal land by
 25 Defendants since at least 2011, which are primarily associated with livestock ranching
 26 operations. Exhibit 1B is an updated image/map showing encroaching items
 27 remaining on federal land, which Defendants has agreed to remove in accordance with
 28 the terms of this SACD, excluding the items identified in the approximate 1/3 acre of
 federal land proposed for transfer to Defendants, unless such transfer does not occur
 pursuant to the terms of this SACD.

inadvertently veered off public land and was constructed on Defendants' adjacent land, which Plaintiff has conveyed several offers to remove and realign. *Id.*;

WHEREAS, after lengthy discussions and multiple efforts to resolve the parties' dispute pre-suit failed, a Complaint was approved by the U.S. Attorney and the United States' Department of Justice, and was filed against Defendants on January 19, 2018;

WHEREAS, the Plaintiff and Defendants now wish to reach a lasting resolution of the alleged trespasses by Defendant's livestock and ranch business, including personal property encroachments, the disturbances – modifications to the federal lands, and Defendants' building partially constructed on federal lands;

WHEREAS, Plaintiff and Defendants further agree that settlement of this case serves their interests as well as the public's interest, and that entry of this Settlement Agreement and Consent Decree (SACD) is an appropriate method and means for resolving the Plaintiff's claims against Defendants, and *vice versa*; and,

WHEREAS, the Court finds that this SACD is a reasonable and fair resolution of the Plaintiff's claims against Defendants and should serve to adequately protect the public's interests as well.

II. SETTLEMENT AGREEMENT

A. Preamble. The Settlement Agreement and Consent Decree (SACD) herein is made by and among the United States, through its agency, the United States Army Corps of Engineers (“United States,” “Plaintiff” or “USACE”), and Walter “Sonny” Riley and Mrs. Jane Doe (Jeannie) Riley, husband and wife, any person or entity d/b/a/ Riley’s River Ranch, Mr. Riley as Trustee of the Lester Riley Trust, and Chad Lindgren as remainderman beneficiary of said Trust, and any business or entity doing business as (d/b/a) Riley’s River Ranch (including officers / agents / manager(s)), individually and jointly (“Rileys” or “Defendants”). The parties understand and agree the terms “United States” or “Plaintiff” used herein shall refer

1 only to the United States Army Corps of Engineers (“USACE”). No other agency,
2 instrumentality or agent of the United States shall be deemed to be a party to this
3 SACD, nor shall any claims that any other agency, instrumentality or agent is, has or
4 may be impaired or compromised in any way by this SACD.

5 In the shared interest of avoiding the cost, expense and uncertainty of further
6 litigation, the parties specify below the desired terms and condition of their SACD,
7 which will settle, compromise and resolve the claims described in the United States’
8 Complaint filed in this action. *ECF 1*. It is the intent of the parties, except as otherwise
9 provided herein, that this SACD shall constitute the full settlement and satisfaction of
10 the Plaintiff’s claims for trespass and damages against Defendants. *Id.* Pursuant to the
11 terms – conditions of this SACD, the Plaintiff and Defendants mutually covenant and
12 agree:

13 **1. The Plaintiff will:**

14 (a) Administratively dispose to Defendants an approximate 1/3 acre of land
15 underlying the encroaching building and immediate appurtenances thereto (tentatively
16 identified in the red outline on the attached map (Exhibit 3)), and which will be more
17 precisely defined by a future disposal survey; *See also* Exhibit 4, Current estimate of
18 projected Phases and Costs of Administrative Disposition process;

19 (b) Transfer the property subject to any reservation or limitation necessary
20 for the operation of the Little Goose Dam and Reservoir Project (e.g., flowage
21 easement, etc.);

22 (c) Remove or realign the small section of the federal fence to parallel the
23 surveyed boundary;

24 (d) Perform the administrative disposal in a timely manner in accordance
25 with all applicable USACE policies and procedures;

26 (e) Bill Defendants the usual and customary administrative costs incurred in
27 a timely manner. These costs – expenses are those reasonably associated with

1 USACE's administrative disposition of the subject 1/3rd acre. The present estimated
2 cost of the administrative disposition - transfer is approximately \$50,000 - \$100,000,
3 with the actual cost dependent upon several review and disposition contingencies,
4 which contingencies the USACE has no control over and which have been discussed
5 and reviewed by the parties in advance of this SACD.

6 (f) Plaintiff shall return any unused funds to Defendants at the close of the
7 process and as soon as reasonably possible after the land disposition is complete.
8 Plaintiff has provided notice and Defendants acknowledge receipt of certain identified
9 tasks/cost items that must be performed for the disposal action to be completed, along
10 with a rough cost estimate (i.e., \$50,000-\$100,000). Plaintiff will endeavor to keep
11 administrative costs to the reasonable minimum amount necessary for the Corps to
12 complete required steps for the subject land disposition. Defendants may request an
13 accounting at any point during the process, but such an accounting will itself require
14 use of administrative funds, and will result in an administrative fee – cost; and,

15 (g) Once the SACD has been executed by the parties and approved, and
16 entered by the U.S. District Court, and Plaintiff has timely received all required
17 deposits from Defendants for the performance of the administrative disposal of the
18 subject 1/3 acre property, and transfer of the 1/3 acre has occurred, and Defendants
19 have performed all of their other obligations specified herein, Plaintiff will file and
20 submit to the U.S. District Court a stipulation providing for the dismissal of the
21 liability – damages aspect of Plaintiff's current Complaint, leaving only the District
22 Court's jurisdiction for supervision – enforcement authority over the parties' SACD.

23
24 **2. Defendants will:**

25 (a) Pay all the Plaintiff's reasonably incurred administrative costs associated
26 with the disposal of the 1/3-acre of land underlying the encroaching building and
27 immediate appurtenances thereto, and agree to voluntarily make the necessary

1 deposits to cover the reasonable administrative costs, as determined by the Corps (*see*
2 *Section (c) below*);

3 (b) Pay the fair market value associated with disposal of the 1/3-acre of
4 federal land identified in Section II.2.(a) above, absent any improvements (e.g.,
5 building) constructed by Defendants;

6 (c) Periodically make deposits to the USACE in advance of the incurred
7 administrative costs – expenses – i.e., two deposits of \$20,000 in 60-day intervals;
8 with the last deposit of approximately \$10,000 (or less and if necessary) within 45
9 days after the second \$20,000 deposit. These fees shall be used for the payment of the
10 estimated costs of the administrative disposal of the 1/3-acre of land underlying the
11 encroaching building and immediate appurtenances thereto;

12 (d) Remove all personal property – debris Plaintiff has alleged Defendants
13 placed on federal lands – *i.e.*, materials, equipment, fencing, junk, refuse, rubbish, etc.
14 -- which are identified in Exhibit 1B, except for that portion of the concrete pad
15 identified in Exhibit 1B. When marking the boundary, pursuant to Exhibit 5,
16 Defendants surveyor shall mark with weather resistant paint any portion of the pad
17 which falls upon federal land and Defendant take no action to maintain that portion of
18 the pad. The removal of all other Exhibit 1B items will occur within 60 days of the
19 date this SACD is signed and will be performed to Plaintiff's satisfaction, which
20 approval cannot be unreasonably withheld. Items identified in Exhibit 1B within the
21 approximate 1/3-acre area of federal land proposed for transfer to Defendants do not
22 require removal unless the transfer does not occur pursuant to the terms of this SACD.

23 (e) All parties shall have the right to document, at their own expense, the
24 removal of the encroaching personal property and may have any experts they wish
25 document such removal for the purpose of addressing any future dispute/disagreement
26 over encroachment removal, subject to the access coordination requirements in
27 Section III.C.4.

1 (f) Prevent future livestock trespasses and associated encroachments on
2 federal lands at the Central Ferry HMU, as shown on Exhibits 1A, 1B and Exhibit 2,
3 by whatever means Defendants determine to be effective, including (as mentioned by
4 Defendants) any experimental practices, such as cattle collars, etc.

5 (g) Complete certain limited restoration activities on the subject federal lands
6 within the Central Ferry HMU, as outlined in Exhibit 5, but excluding the
7 approximate 1/3-acre to be conveyed to Defendants. Restoration shall address injury -
8 damages resulting from land modifications and other encroachments on USACE lands
9 (e.g., two dirt/gravel roads), unless the Plaintiff determines (in writing to Defendants)
10 to reduce or eliminate an identified restoration item as unnecessary.

11 **B. Additional Terms – Conditions**

12 1. This Settlement Agreement may not be changed altered or modified
13 except in writing signed by all parties hereto. This Settlement Agreement may not be
14 discharged except by performance in accordance with its terms or by writing signed
15 by all parties.

16 2. The parties agree to cooperate fully and act in good faith to execute any
17 and all supplementary documents (e.g., transfer deed) and to take all additional actions
18 that may be necessary or appropriate to give full force and effect to the terms and
19 intent of this Settlement Agreement and Consent Decree (SACD).

20 3. Nothing in this SACD constitutes an agreement by the United States
21 concerning the allowable characterization of the amounts paid hereunder for purposes
22 of any proceeding under Title 26.

23 4. This SACD is a civil agreement and is not intended to limit any criminal
24 enforcement authority or actions for future livestock trespasses, associated
25 encroachments, damage to federal property or other violations of law/regulation.

1 5. This SACD may not be discharged except by performance in accordance
2 with its terms or as otherwise agreed to and altered or modified in writing signed by
3 all parties hereto.

4

5 **III. ORDER OF THE COURT**

6 THEREFORE, based on the foregoing recitals and stipulation, and before the
7 taking of any testimony upon the pleadings, and without further adjudication of any
8 issue of fact or law, and upon stipulation and consent of the parties hereto, by and
9 through their authorized representatives, and in accordance with Federal Rules of
10 Civil Procedure, Rule 54(b), it is hereby,

11 **ORDERED, ADJUDGED and DECREED** as follows:

12

13 **A. Jurisdiction and Venue**

14 1. This Court has jurisdiction over the subject matter of this action pursuant
15 to 28 U.S.C. §§ 1331 and 1345.

16 2. Venue is proper in this district court because Plaintiff's federal land and
17 its mandated management activities are within the exterior boundaries of the U.S.
18 District Court for the Eastern District of Washington (WAE). Further, Defendants'
19 land and ranching business is in Whitman County, Washington, and the actions –
20 conduct giving rise to Plaintiff's claims occurred and/or are occurring in Whitman
21 County, Washington, which is also located within the WAE District. Further, the
22 Court has jurisdiction over the enforcement of the parties SACD.

23

24 **B. Applicability**

25 1. The obligations of this Consent Decree shall apply to and be binding
26 upon Plaintiff and Defendants, including Defendants' officers, directors, agents,
27 employees, successors and assigns and any person, firm, trust, association or
28 corporation who is or will be acting in concert or in participation with any of the

1 Defendants, regardless of whether such person has notice of this Consent Decree. In
2 any action to enforce this Consent Decree against Defendant(s), the Defendant(s) shall
3 not raise as a defense the failure of any of its officers, directors, agents, employees,
4 successors or assigns or any person, firm or corporation acting in concert or
5 participation with the Defendant, to take any actions necessary to comply with the
6 provisions herein.

7 2. Defendants shall provide written notice and a true copy of this Consent
8 Decree to any successor(s) in interest and/or assigns as part of any transfer of
9 ownership or other interest in Defendants' land.

10 11 **C. Scope of Consent Decree**

12 1. This Consent Decree shall constitute a complete and final settlement of
13 all of Plaintiff's civil claims for relief against Defendants for their alleged past
14 encroachments / trespasses on the subject Central Ferry HMU public land, and for any
15 potential civil claim Defendants may have for the minor portion of the Plaintiff's
16 fence that was inadvertently constructed outside the now surveyed boundary. Plaintiff
17 and Defendants will mutually cooperate to ensure performance of their respective
18 obligations by December 31, 2023, and at the earliest possible opportunity.

19 2. Defendants' obligations under this Consent Decree are joint and several.

20 3. Except for the access permitted to all members of the public for
21 recreational purposes, or as required by this consent decree, Defendants are enjoined
22 from any further use of Central Ferry HMU and are specifically enjoined from using
23 the subject federal lands for any ranching or other business or commercial uses, or any
24 related activities (i.e., *inter alia*, livestock business, ranching, etc.).

25 4. Defendants shall coordinate with USACE on the time and manner of the
26 access required to complete their responsibilities and the USACE shall cooperate and
27 coordinate with Defendants on the time and manner of the access required for
28 Defendants to complete responsibilities under this agreement.

1 5. This Consent Decree in no way affects or relieves either Party of their
2 responsibility to comply with any other applicable federal, state, or local laws,
3 regulations and/or permit(s)

4 6. This Consent Decree in no way affects the relative rights of the Parties as
5 against any other person – entity that is not a party to this Consent Decree.

6 7. Both Parties reserve all legal and equitable remedies available to enforce
7 the provisions of this SACD.

8 8. Nothing in this Consent Decree shall constitute an admission of fact or
9 law by any party.

10 **D. Plaintiff's Obligations**

11 1. At the earliest opportunity after this Consent Decree becomes final, but
12 not later than December 31, 2023, the Corps shall remove or realign the section of
13 federal fence which was found not to adhere to the surveyed boundary. Corps staff
14 will coordinate with Defendants to schedule a reasonable time to accomplish the fence
15 removal or re-alignment work. Corps staff will remove any and all debris after
16 completion of the alignment work and will not cause damage to Defendants' property
17 during the removal or re-alignment process;

18 2. The Corps shall, upon receipt of funds by Defendants as outlined in
19 Section II.2 (above), timely begin work on the administrative disposal of the subject
20 1/3-acre land to Defendants, including timely review and coordination with
21 Defendants' contractors/consultants.

22 3. The Corps will make good faith efforts to complete the disposal in a
23 timely manner (i.e., within one year of receipt of the third deposit made in accordance
24 with Section II.2.C, which is contingent upon Defendants complying with all other
25 terms and conditions).

26 4. The Parties understand that certain aspects of the land disposal will
27 require consultation with outside entities, which may result in delays over which

1 neither party may have control. The parties mutually agree to exercise good faith in
2 pursuing the timely processing – completion of the administrative land disposal.

3

4 **E. Defendants' Obligations**

5 1. Defendants shall ensure that their livestock do not trespass on Central
6 Ferry HMU public lands in the future, as shown in Exhibits 1A, 1B and 2. The manner
7 of such prevention or dissuasion is left to Defendants' discretion as capable livestock
8 owners. However, future cattle trespass operations may constitute violations of the
9 parties' Consent Decree and may be the subject to a motion to show cause and a
10 request for remedial action deemed just and reasonable by the Court under its
11 continuing jurisdiction, as more specifically described in Section III.I.1 below;

12 2. Defendants shall remove all remaining encroaching equipment, materials
13 and items on federal lands identified in Exhibit 1B, except for that portion of the
14 concrete pad identified in Exhibit 1B. When marking the boundary, pursuant to
15 Exhibit 5, Defendants' surveyor shall mark with weather resistant paint any portion of
16 the pad which falls upon federal land and Defendant shall take no action to maintain
17 that portion of the pad. Defendants shall complete removal of Exhibit 1B items within
18 60 days of this SACD being signed. Items identified in Exhibit 1B within the
19 approximate 1/3-acre area of federal land proposed for transfer to Defendants do not
20 require removal unless the transfer does not occur pursuant to the terms of this SACD.
21 Defendants will not cause damage to federal property during the removal. Such
22 removal will be to the satisfaction of Plaintiff, which will not be unreasonably
23 withheld.

24 3. All parties shall have the right to document, at their own expense, the
25 removal of such personal property and have any experts they wish document such
26 removal for the purpose of assisting that party with addressing any future
27 dispute/disagreement, subject to the access coordination requirements in Section
28 III.C.4 above.

1 4. All parties shall perform in good faith the land disposal process for the
2 transfer of the approximate 1/3-acre identified in Section II.A.1(a). The disposal land
3 transfer will be directed by the Corps and performed in accordance with federal law
4 and Corps regulations and policies. This includes receipt of required periodic deposit
5 payments by Defendants to the Corp for applicable administrative fees, as well as the
6 determined fair market value of the approximate 1/3-acre described in Exhibit 3. Said
7 fair market value will be absent from any improvements (e.g., building) made by
8 Defendants;

9 5. Defendants will timely provide contractor/consultant information/reports
10 to the Corps for its review and administrative processing. Defendants shall also
11 maintain communications with the Corps during the land disposal – transfer process.

12 6. Plaintiff will timely review said information/reports and will timely
13 communicate to Defendants whether said information/reports satisfies various
14 elements of administrative land disposal process. Plaintiff also agrees, barring changes
15 in law/policy/circumstance, they shall follow the administrative process outlined on
16 Exhibit 4 and will not add additional requirements to this process.

17 7. Defendants shall provide an initial administrative fee deposit of not less
18 than \$20,000 to the Corps in 60-day intervals beginning 60 days after the SACD is
19 executed by the parties. *See e.g.*, Exhibit 4, Current Projected Phases – Costs for
20 administrative disposition process. A second deposit of \$20,000 (if necessary) shall be
21 made 60 days after the first deposit; and another deposit in the amount of \$10,000 (if
22 necessary and required by Defendant's documented administrative review process)
23 shall be paid 45 days after the second \$20,000.00 deposit.

24 8. Plaintiff shall return any unused funds to Defendants as soon as
25 reasonably practical after the disposal, and the other personal property removal and
26 restoration settlement terms – conditions have been performed and are completed.
27 Plaintiff has identified the tasks/cost items that must be performed to complete the
28

1 administrative disposal process and have provided Defendants with a rough cost
2 estimate of the administrative process. *See Exhibit 4.* Plaintiff will endeavor to keep
3 administrative costs to the necessary minimum. Defendants may request an
4 accounting at any point during the process, but such an accounting may itself require
5 use of deposited administrative funds;

6 9. Defendant shall also promptly make any additional payments of
7 administrative fees that are administratively incurred by the Corps, as needed to
8 complete the land disposition – transfer process (i.e., Defendants’ payment will be
9 provided to the Corps within 30 days of notice of amount due and an accounting or
10 written explanation of the need for more funds). The Corps will use first those funds
11 that were first deposited and Plaintiff shall provide timely payment of the deposits
12 required in Section III.E.7, which will need to be paid before the Corps can work on
13 steps necessary to effectuate the administrative property disposition process;

14 10. Defendants shall complete the restorations described in Section II.A.2(g)
15 above, as outlined in Exhibit 5, in accordance with the timelines stated herein and will
16 complete those obligations by no later than December 31, 2023. Plaintiff has alleged
17 that these restoration activities are necessary due to actions by Defendants,
18 Defendants’ employees, agents or predecessor in interest, or third parties, as
19 previously discussed in Exhibit 5.

20 11. All parties shall have the right to document, at their own expense, the
21 completion of such restoration activities and have any experts they wish document
22 such restoration for the purpose of assisting that party with addressing any future
23 dispute/disagreement, subject to the access coordination requirements in Section
24 III.C.4.

25 **F. Dispute Resolution**

26 1. Should any dispute arise with respect to the meaning or requirements of
27 this Consent Decree, the dispute(s) shall, in the first instance, be the subject of good
28

1 faith negotiations in and among the parties to this SACD. The period for negotiations
2 shall not extend beyond thirty (30) days, starting first with written notice by one party
3 to the other affected party/parties that a dispute exists as to a term or condition of
4 performance, which the party reasonably believes needs to be addressed – negotiated
5 (unless the parties subsequently agree in writing to waive this notice provision).

6 2. Following expiration of the 30-day negotiation period (or after waiver of
7 the 30-day notice – negotiation requirement), if the affected parties are still unable to
8 agree on the meaning or terms of performance in this SACD, any affected party may
9 petition the Court (via motion on the parties' Consent Decree) for resolution of any
10 dispute;

11 3. Any petition or motion for resolution (or enforcement) shall briefly set
12 forth the nature of the dispute and a proposal for its resolution. Any other affected
13 party to this SACD shall have thirty (30) days in which to respond to the petition and
14 shall respond with that party's proposed resolution. In resolving the dispute between
15 the parties, the controlling standard shall be which of the parties' proposals most
16 appropriately fulfills the terms, conditions, requirements, and objectives of the parties'
17 Consent Decree.

18 4. The filing of a Petition asking the Court to resolve a dispute between the
19 Parties concerning this SACD shall not extend or postpone any other obligation the
20 Parties may have under this Consent Decree.

21 5. Nothing in this Settlement Agreement and Consent Decree waives the
22 right to seek other available civil and/or criminal remedies for future livestock
23 trespasses, associated encroachments and/or damage to the Government's property, or
24 civil and/or criminal remedies that may be available to Defendant(s) relative to future
25 actions taken by Plaintiff.

26 ///

27

28

1 **G. ADDRESSEES**

2 All notices and communications required under this Consent Decree shall be
3 made to the parties through each of the following persons and addresses:

4 **1. TO THE CORPS:**

5 Evan Carden, Esq.
6 Assistant District Counsel
7 United States Army Corps of Engineers
8 Walla Walla District
9 201 North 3rd Avenue, Walla Walla, WA 99362
10 (509) 527-7717
11 Evan.J.Carden@usace.army.mil

12 **2. TO THE UNITED STATES DEPARTMENT OF JUSTICE**

13 Tim M. Durkin, Asst. U.S. Attorney or
14 Derek T. Taylor, Asst. U.S. Attorney
15 P.O. Box 1494, Ste. 340
16 Thomas S. Foley, Jr., Federal Courthouse
17 Spokane, WA 99210-1494
18 509 835-6319
19 Derek.Taylor@usdoj.gov

20 **3. TO DEFENDANTS:**

21 Walter Riley
22 c/o Toni Meacham
23 1420 Scooteney RD
24 Connell, WA 99326
25 509-488-3289
26 ToniPierson@Rocketmail.com

27 Walter Riley
28 10505 SR 127
29 Pomeroy, WA 99347

30 Chad Lindgren
31 12802 SR 127
32 Pomeroy, WA 99347

1 **H. Costs of Suit**

2 Except as otherwise stated above, each party to this Consent Decree shall bear
3 its own costs and attorney's fees in this matter. However, should Plaintiff and/or
4 Defendants subsequently be determined by the U.S. District Court to have materially
5 breached or violated the terms - conditions of this SACD, or engaged in bad faith
6 litigation, the offending party may be held, at the U.S. District Court's discretion and
7 in accordance with applicable law, to be liable for costs and/or attorney's fees
8 resulting from that party's noncompliance with obligations required by the SACD,
9 and enforcement of the same.

10 **I. Continuing Jurisdiction of the Court**

11 1. The Parties may seek enforcement of the requirements of the SACD by
12 motion to the District Court under its ongoing, continuing supervision created
13 herewith and/or any other legal action or remedy available by law. This Court shall
14 retain continuing jurisdiction over this action to enforce or modify the Consent
15 Decree, consistent with applicable law or to resolve all disputes arising hereunder, as
16 may be necessary or appropriate for construction or performance of the SACD.

17 2. The Parties may seek enforcement of the requirements of the SACD by
18 motion to the District Court under its ongoing, continuing supervision created
19 hereunder and/or any other legal action or remedy available by law.

20 3. During the pendency of the Consent Decree, any party may apply to the
21 Court for any relief necessary to construe and effectuate the intended purpose of this
22 Consent Decree.

23 **J. Modifications**

24 Upon its entry by the Court, this Consent Decree shall have the force and effect
25 of a final judgment. Any modification of this Consent Decree shall be in writing and
26

1 shall not take effect unless signed by both the Plaintiff and the Defendants, and
2 approved and entered by the Court.

3

4 **K. Force Majeure**

5 All parties shall perform the actions required under this SACD within the time
6 limits set forth or approved herein, unless the performance is prevented or delayed
7 solely by events which constitute a Force Majeure event. A Force Majeure event is
8 defined as any event arising from causes beyond the control of parties, including their
9 employees, agents, consultants and contractors, which could not be overcome by due
10 diligence, and which delays or prevents the performance of an action required by this
11 SACD within the specified time period. A Force Majeure event does not include, for
12 example, increased costs of performance, changed economic circumstances, changed
13 labor relations, normal precipitation or climate events, or changed circumstances
14 arising out of the sale, lease or other transfer or conveyance of title or ownership or
15 possession of a site, or actions by either party, their employees, agents, consultants or
16 contractors. A Force Majeure event would include fire, flood, acts of third parties,
17 wildlife, or other Act of God which prevented completion of tasks on schedule. In the
18 event either party believes a Force Majeure event will prevent timely completion of a
19 task, they shall contact the other parties to determine if there is a dispute over the
20 event, or to create a replacement schedule, as appropriate. Even if delay is the result of
21 a Force Majeure event, performance will still be completed at the earliest opportunity.

22

23 **IT IS SO ORDERED.** The District Court Clerk is hereby directed to enter this
Order and to provide copies to counsel.

24 **DATED** this _____ day of October 2022.
25

26

27 STANLEY A. BASTIAN
28 Chief United States District Judge

1 **INDEX OF INCORPORATED EXHIBITS**

2 The following attached Exhibits have been identified and stipulated upon, and
3 are incorporated by reference into the parties' Settlement Agreement and Consent
4 Decree (SACD):

- 5 **Exhibit 1A:** 2016 Aerial Photograph of Corps' and Defendants' properties,
6 with identified trespass – encroachment items;
- 7 **Exhibit 1b:** 2022 Aerial Photograph of Corps' and Defendants' properties,
8 with identified trespass – encroachment items (post Central
9 Ferry fire – 2022);
- 10 **Exhibit 2:** 2015 Aerial Photograph of Corps' and Defendants' properties
11 with environmental effects identified;
- 12 **Exhibit 3:** Tentatively identified disposal area aerial map;
- 13 **Exhibit 4:** Current estimate of projected Phases and related Costs of the
14 USACE's Administrative Disposition process for transferring
15 title of the proposed 1/3-acre of property to Defendant(s);
- 16 **Exhibit 5:** Description and schedule of restoration actions Defendants are
17 to perform on the subject USACE's federal lands within the
18 Central Ferry HMU.
- 19 **Exhibit 6:** 2014 Survey Boundary Map

RESPECTFULLY SUBMITTED on October 25, 2022.

Vanessa R. Waldref
United States Attorney

/s/ Tim M. Durkin & Derek Taylor
Timothy Durkin, AUSA
Derek Taylor, AUSA

RESPECTFULLY SUBMITTED on October 17th, 2022.

TONI MEACHAM, PLLC

s/Toni Meacham
Toni Meacham, Esq.
Attorney for Defendants

Dated this 8th of October 2022

ShaiLin Y KingSlack
ShaiLin Y. KingSlack
Lieutenant Colonel, Corps of Engineers
District Commander

/s/ Evan Carden & Robert Eskildsen
Evan Carden, Asst. Dist. Counsel
Robert Eskildsen, Asst. Dist. Counsel
Office of District Counsel (Walla Walla)
U.S. Army Corps of Engineers, Plaintiff

Dated this 17th of October 2022

Walter Riley
Walter Riley, individually and d/b/a

Riley's River Ranch, and a Trustee of the Lester Riley Trust

Jeannie L. Riley
Jeannie Riley, individually and as part of the
marital community d/b/a Riley's River Ranch.

Chad Lindgren
Chad Lindgren, remainderman beneficiary of
Lester Riley Trust

CERTIFICATE OF SERVICE

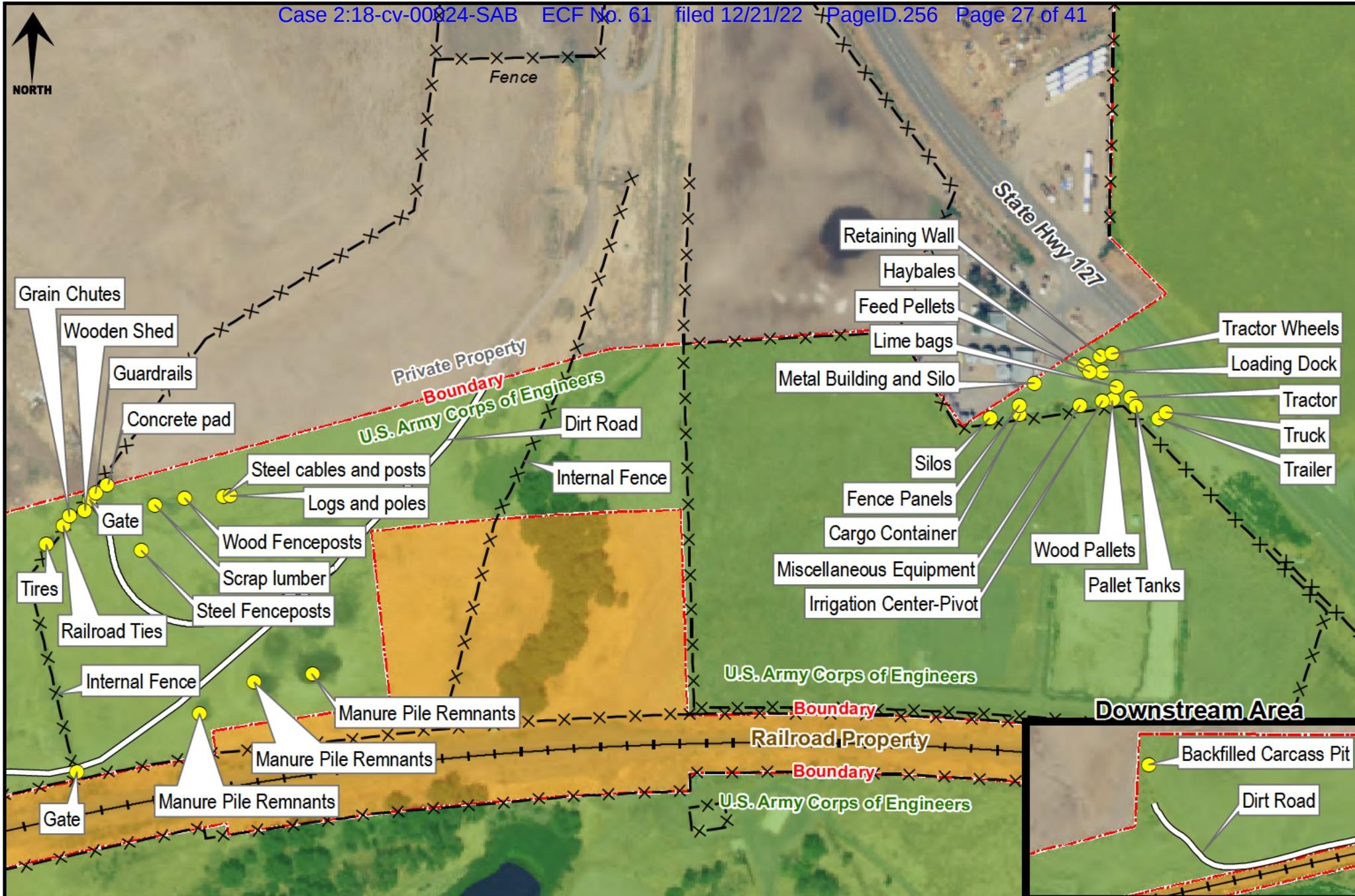
I hereby certify that on October 25, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Toni Meacham: Tonipierson@rocketmail.com

s/Timothy M. Durkin
Timothy M. Durkin, AUSA
Assistant United States Attorney

EXHIBIT 1A

NORTH
↑



Scale 1:2,600

1 inch = 217 feet

Riley River Ranch Encroachment

Status Report

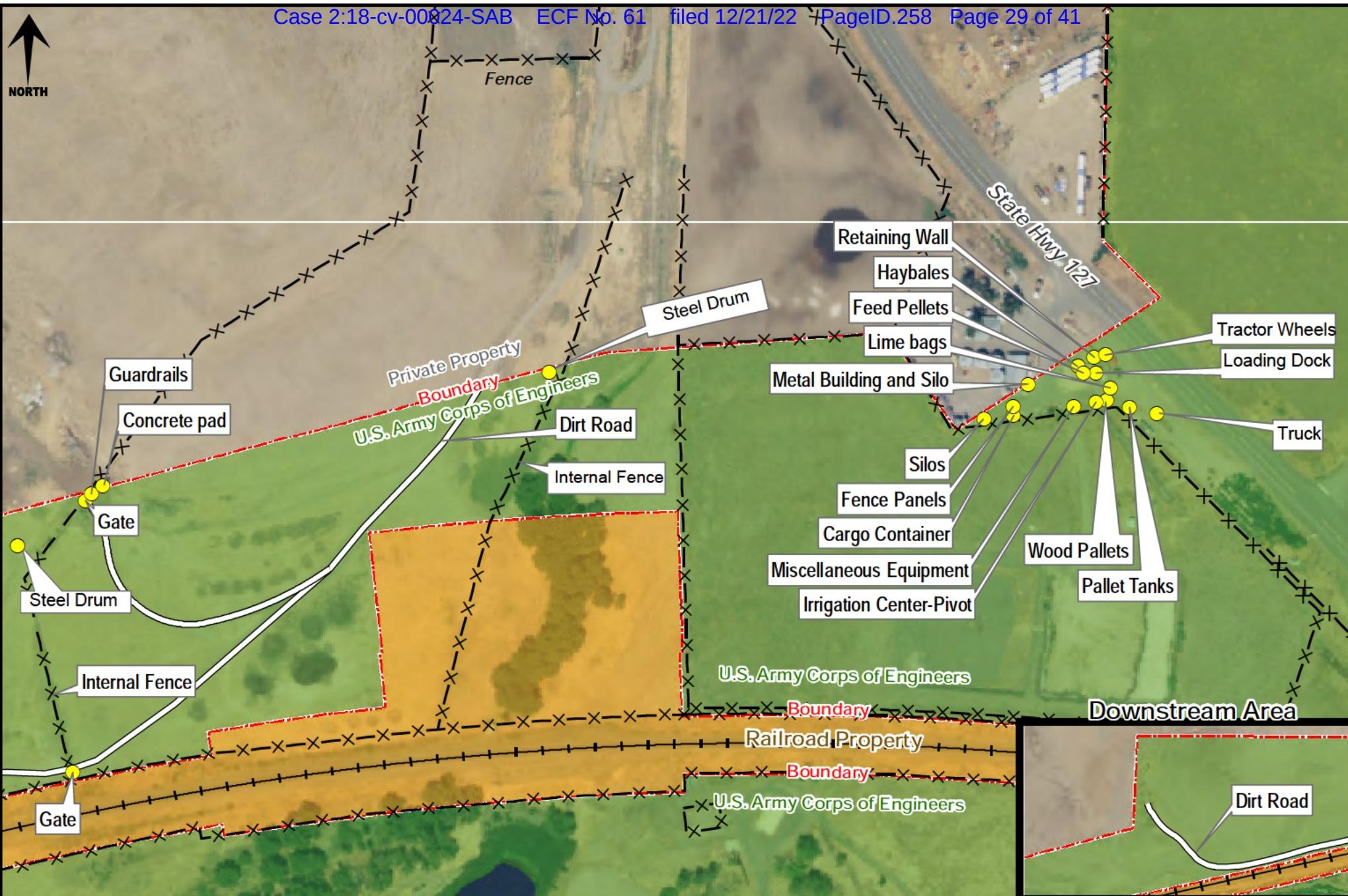
Objects Remaining at Encroachment Sites

January 12, 2018

T 13 N, R 40 E, Sec. 4, 5, 8, Willamette Meridian

EXHIBIT 1B

NORTH



Scale 1:2,600

1 inch = 217 feet

Riley River Ranch Encroachment

Exhibit 1B

Objects Remaining at Encroachment Sites

T 13 N, R 40 E, Sec. 4, 5, 8, Willamette Meridian



US Army Corps
of Engineers®
Walla Walla District

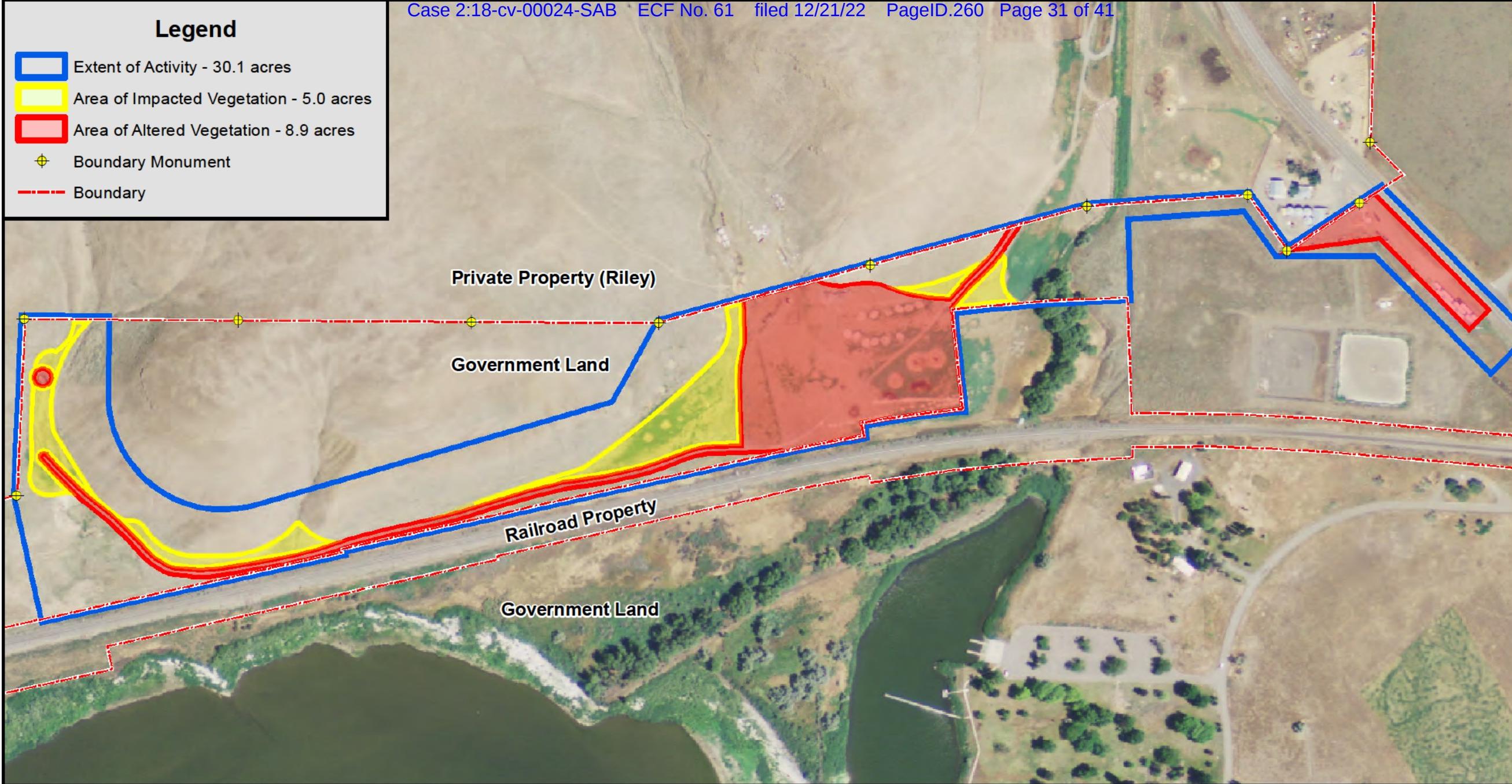


This product was produced from geospatial information by the U.S. Army Corps of Engineers. Geospatial data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. Using this product for purposes other than those for which it was intended may yield inaccurate or misleading results. USACE assumes no liability for correctness or accuracy, and reserves the right to correct, update, or modify geospatial data and/or products without notification.

EXHIBIT 2

Legend

- Extent of Activity - 30.1 acres
- Area of Impacted Vegetation - 5.0 acres
- Area of Altered Vegetation - 8.9 acres
- ◆ Boundary Monument
- Boundary



Scale 1:4,000

1 inch = 333 feet



Prepared by: John Gordon
Clarkston Natural Resources Office
100 Fair St, Clarkston, WA 99403
john.L.gordon@usace.army.mil
(509) 751-0252

Riley Encroachment

Impacted and Altered Areas

March 4, 2015

Central Ferry

This product was produced from geospatial information by the U.S. Army Corps of Engineers. Geospatial data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. Using this product for purposes other than those for which it was intended may yield inaccurate or misleading results. USACE assumes no liability for correctness or accuracy, and reserves the right to correct, update, or modify geospatial data and/or products without notification. Imagery: USDA

EXHIBIT 3

Untitled Map

Write a description for your map.

Legend

- Feature 1
- Feature 2



EXHIBIT 4

Current Projected Phases and Costs of Administrative Disposal process

Corps	Applicant	Phase I –Survey, Appraisal, ECP, Real Estate Documents, NEPA, NHPA, ESA	Description	Cost Range	Additional Information
	X	Applicant pays estimated Phase I administrative fees			
	X	Applicant hires contractor to perform survey and develop legal description	Survey information is needed to be able to move into appraisal phase.		
X		Analyze survey results		5-10K	
X	X	Appraisal performed	Appraisal is either performed by Corps or by Applicant's contracted Appraisal.	10-20K	An appraisal determines opinion of value of parcel being acquired by applicant.
X	X	Environmental Condition of Property Report completed (ECP)	Applicant can hire contractor to complete report provided contractor meets legal requirements as defined in American Society for Testing and Materials (ASTM) Standard E 1527-05 or ASTM E 1903. If document is prepared by contractor, Corps will review for sufficiency.	5-15K	
X		Real Estate Plan development to include disposal report	Completed by Real Estate	\$4-5K	
X		Initiate and complete formal consultation with State Historic Preservation Office and Tribal entities to conform with National Historic Preservation Act	Completed by Corps Cultural Resources Staff	10-15K	
X		Completion of all required National Environmental Policy Act (NEPA) documents to support disposal	The NEPA process includes public involvement on the proposed action at this phase of the project and compliance with all other laws	10-25K	
X		Completion of all required Endangered Species Act (ESA) documents to support disposal	The ESA process may include consultation with other Federal Agencies	5-10K	
X		Development of sample quitclaim deed with supporting information (title binder, exhibits, acquisition deeds etc.)	Completed by Real Estate	2-3K	
X		Notify applicant by letter of appraised value and send sample quitclaim deed for review and move into Phase III	Total for Phase II	51-103K	The Assessed Fair Market Value of the property will determine at what level the disposal will be approved. Phase III will be provided in detail at the completion of Phase II and sent to the applicant along with the assessed value and sample quitclaim deed.
	Phase II Execution of Disposal				
	X	Applicant pays any remaining administrative fees			
	X	Applicant pays Fair Market Value for land they will acquire from Corps		TBD	To be determined by IVE or Appraisal –IF OVER \$25k, MUST BE APPROVED BY DIRECTOR OF RE, HQ
X		Quitclaim deed signed by appropriate Federal Official		TBD	Value <10,000 = Local Approval, NWD >\$25,000/ <\$25,000 Headquarters Approval, Value > \$50,000 = GSA processing
X		Quitclaim deed sent to applicant			
X	X	Quitclaim deed recorded in county recorder's office			
X		Corps records updated in REMIS and on segment maps		~\$1K	
			Total for Phase III	~\$1K NOT INCLUDING PAYMENT OF FMV OF PROPERTY	

EXHIBIT 5

Exhibit 5

Restoration Conditions:

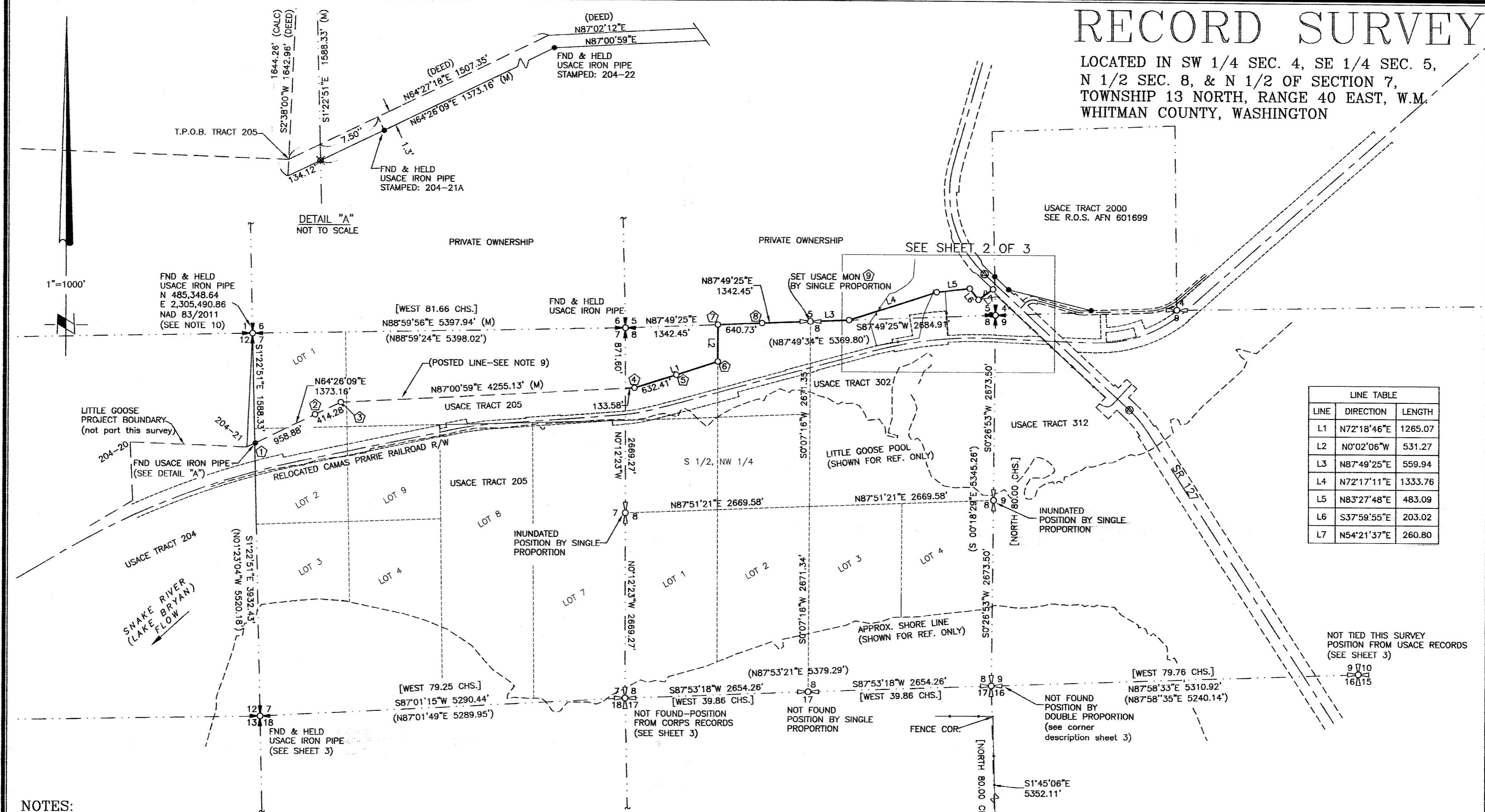
Defendant shall complete the following restoration actions on the affected federal lands where livestock operations have occurred. Prior to engaging in restoration activities on Corps-managed federal land, Defendants shall coordinate with the Corps representative identified in II.C.4 of the Settlement Agreement/Consent Decree for access:

- 1) Remove/obliterate the primitive gravel/dirt road leading from Riley private land to the carcass pit(s);
- 2) Arrange and pay for the repair the boundary markers (any damaged or removed carsonite and witness post), by a state licensed surveyor, in order to prevent disagreement or confusion regarding the boundary. Defendants also agree not to damage boundary markers in the future or allow his livestock to do so.
- 3) Remediate any known or discovered toxic, hazardous or contaminated waste resulting from prior cattle ranching operations, livestock trespasses and associated / identified encroachments. The parties further acknowledge and agree that the settlement agreement and consent decree does not relieve either party from responsibility for hazardous, toxic or contaminated waste under other applicable state - federal laws.

EXHIBIT 6

RECORD SURVEY

LOCATED IN SW 1/4 SEC. 4, SE 1/4 SEC. 5,
N 1/2 SEC. 8, & N 1/2 OF SECTION 7,
TOWNSHIP 13 NORTH, RANGE 40 EAST, W.M.
WHITMAN COUNTY, WASHINGTON



NOTES:

1. BASIS OF BEARING: BEARINGS SHOWN HEREON ARE STATE PLANE GRID, WASHINGTON COORDINATE SYSTEM (SOUTH ZONE) NAD_83 (2011). DISTANCES ARE GRID. TO OBTAIN TRUE DISTANCES DIVIDE BY A COMBINED FACTOR 0.999866951. CONVERGENCE ANGLE IS +01°57'18".

2. O = DENOTES SET USACE MON PER DESCRIPTIONS ON SHEET 3 OF 3

3. ● = DENOTES FOUND MONUMENT AS NOTED.

4. ☒ = DENOTES CALCULATED POSITION ONLY, NOT FOUND OR SET.

5. [] = KEY FOR MONUMENT DESIGNATION & DESCRIPTION SHOWN ON SHEET 3 OF 3.

6. (M) = MEASURED GRID BEARING & DISTANCE PER THIS SURVEY (C) = INDICATES CALCULATED
(R1) = RECORD PER SURVEY RECORDED IN AFN. 601699

[] = INDICATES RECORD PER 1875 GLO SURVEY

() = INDICATES RECORD PER CORPS OF ENGINEERS STATE PLANE COORDINATES
FROM LITTLE GOOSE PROJECT & FROM LITTLE GOOSE MONUMENTED PROJECT BOUNDARY MAPPING

7. THE SHORE LINE OF LITTLE GOOSE POOL SHOWN HEREON WAS DIGITIZED FROM AERIAL IMAGERY AND IS SHOWN FOR REFERENCE ONLY.

8. THIS SURVEY WAS PERFORMED USING A TRIMBLE 5800 GPS SYSTEM CONFIGURED FOR REAL TIME KINEMATIC SURVEYING. ALL CONTROLLING CORNERS WERE OBSERVED FOR A MINIMUM OF 3 MINUTES OBSERVATION TIME.

9. THE NORTH LINE OF TRACT 205 WAS POSTED WITH 6' ORANGE CARSONITE POST AT 300' INTERVALS.
ALTHOUGH TRACT 205 WAS NOT A PART OF THIS SURVEY, TRACT MONUMENTS 205-21 & 205-22 SHOWN HEREON
ARE CONTROLLING MONUMENTS FOR POSITIONING MONUMENTS 205-23 & 205-24.

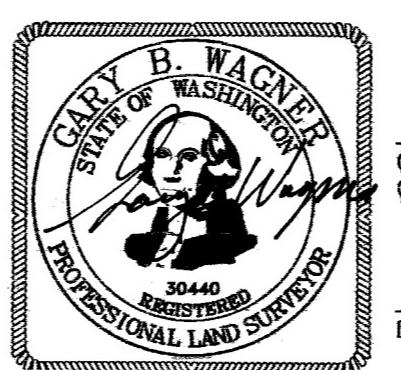
10. THE STATE PLANE COORDINATES SHOWN ON THE NORTHWEST CORNER OF SECTION 7 ARE NAD '83/2011,
WASHINGTON SOUTH ZONE, US SURVEY FEET, BASED ON DIRECT RTK GPS TIES FROM NGS OPUS DB POINT "LGA
VD-2" PID BBDH06.

1000 500 0 1000 2000 3000

SCALE IN FEET

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE US ARMY CORPS OF ENGINEERS IN FEBRUARY 2014.



GARY B. WAGNER
CERTIFICATE #30440

3/12/14

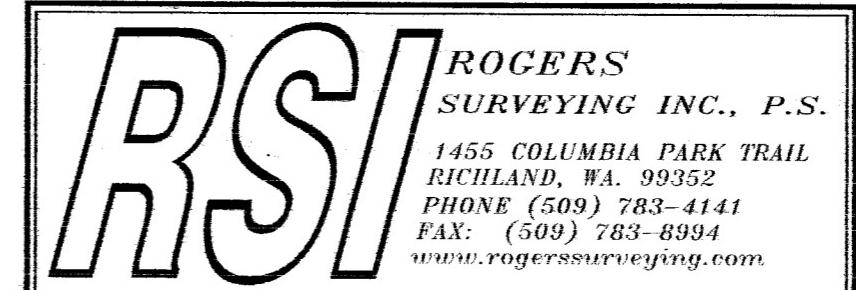
AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20 ____ A.D., AT
MINUTES PAST _____ M. AND RECORDED IN VOLUME 9 OF SURVEYS,
PAGE 103, AT THE REQUEST OF ROGERS SURVEYING.

WHITMAN COUNTY AUDITOR

BY DEPUTY REV. 02/28/14

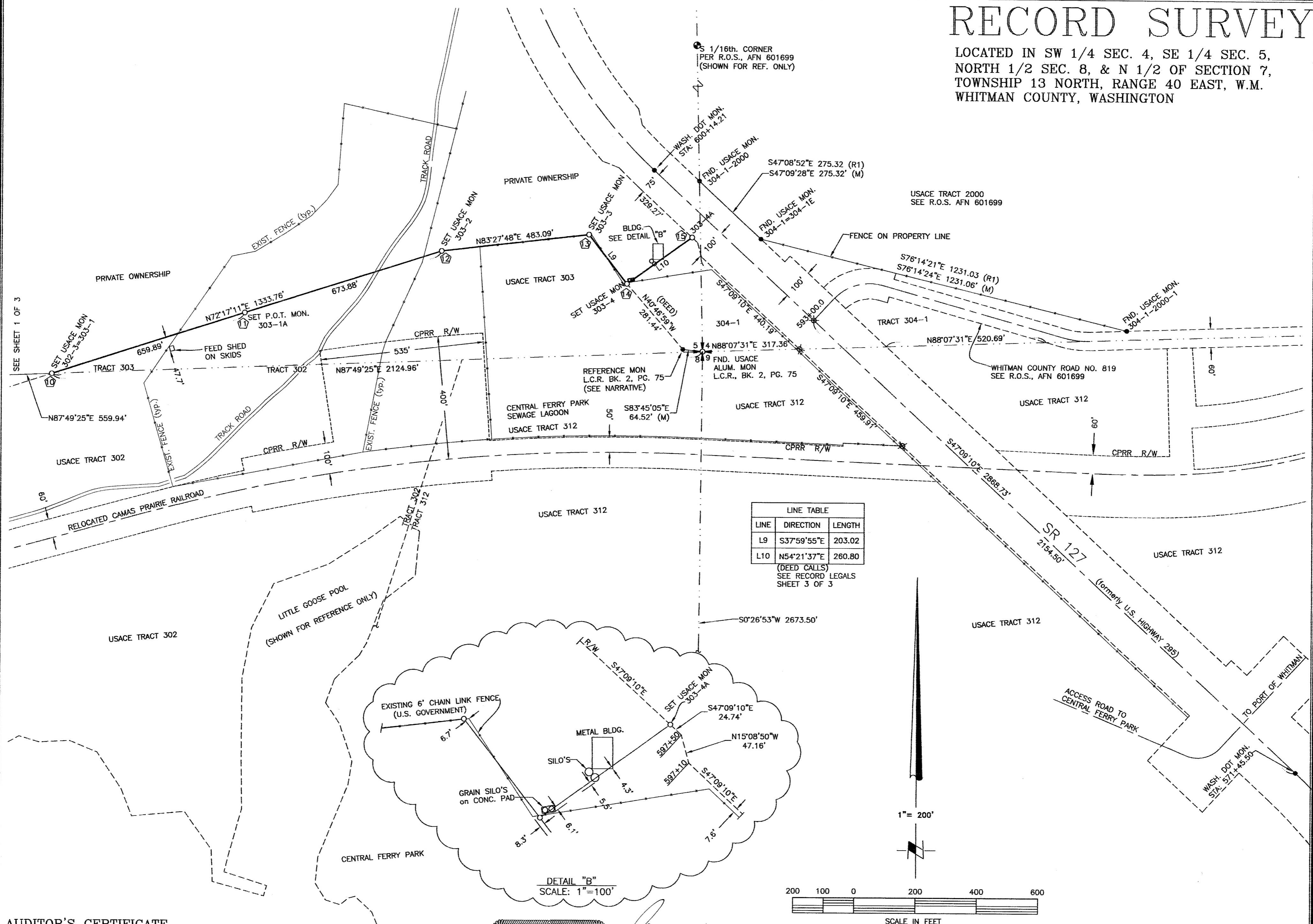
722966
Surveys Rec Fee \$ 148.00
03/17/2014 10:10 AM Page: 1 of 3
Eunice L. Coker, Whitman County Auditor



CLIENT		U.S. ARMY CORPS OF ENGINEERS		JOB 01014
PROJECT		RECORD SURVEY		
LITTLE GOOSE PROJECT BOUNDARY				
DRN. BY	DPB	SCALE 1"=1000'	F. B. NO. NONE	
APPROVED	GBW	DATE 2-1-14	ACAD VER -2013	FILE: 01014.DWG
SHEET 1 OF 3				

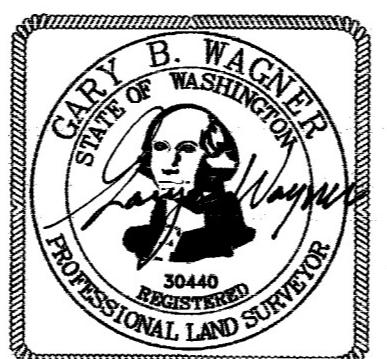
RECORD SURVEY

LOCATED IN SW 1/4 SEC. 4, SE 1/4 SEC. 5,
NORTH 1/2 SEC. 8, & N 1/2 OF SECTION 7,
TOWNSHIP 13 NORTH, RANGE 40 EAST, W.M.
WHITMAN COUNTY, WASHINGTON



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 20 ____ A.D., AT
MINUTES PAST _____ M. AND RECORDED IN VOLUME 9 OF SURVEYS,
PAGE 103, AT THE REQUEST OF ROGERS SURVEYING.



GARY B. WAGNER
GARY B. WAGNER
CERTIFICATE #30440
3/12/14
DATE

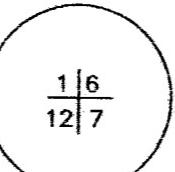
ROGERS
SURVEYING INC., P.S.

1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

CLIENT U.S. ARMY CORPS OF ENGINEERS		JOB 01014		
PROJECT	RECORD SURVEY			
LITTLE GOOSE PROJECT BOUNDARY				
DRN. BY	GBW	SCALE 1"=200'	F. B. NO. NONE	SHEET 2
APPROVED	GBW	DATE 2-1-14	ACAD VER -2013	OF 3
FILE: 01014.DWG				

PLSS MONUMENT DESCRIPTIONS:NW CORNER SEC. 7

FOUND 1-3/4" IRON PIPE WITH SCREW & WASHER STAMPED AS SHOWN:

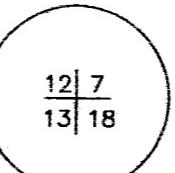


MONUMENT FALLS IN NORTH-SOUTH FENCE LINE ON EASTERLY FACING SLOPE APPROXIMATELY 100' WEST OF BOTTOM OF RAVINE. SET 6' ORANGE CARSONITE 1.0 NORTH.

NO OTHER REFERENCES AVAILABLE.

SW CORNER SEC. 7

FOUND 1-3/4" IRON PIPE WITH SCREW & WASHER SET FLUSH WITH THE GROUND AT BASE OF BASALT STONE, STAMPED AS SHOWN:

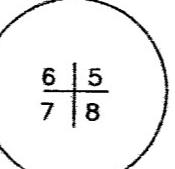


MONUMENT FALLS AT TOE OF SHALLOW DRAW APPROXIMATELY 30' EAST OF NORTH-SOUTH SINGLE POLE POWER LINE. BUILD COLLAR OF STONE AROUND BASE OF MONUMENT. SET 6' ORANGE CARSONITE 1.0 SOUTH.

NO OTHER REFERENCES AVAILABLE.

NW CORNER SEC. 8

FOUND 1-3/4" IRON PIPE WITH SCREW & WASHER STAMPED AS SHOWN:



MONUMENT FALLS ON MODERATELY STEEP EAST FACING SLOPE APPROX. 25' VERTICAL FROM CENTER OF LARGE RAVINE BEARING NORTHWEST. RAISE A COLLAR OF STONE AROUND, 3' DIAM. AROUND MONUMENT. SET 6' ORANGE CARSONITE 1.0 NORTH.

NO OTHER REFERENCES AVAILABLE.

SW CORNER SEC. 8

AN EXTENSIVE SEARCH WAS CONDUCTED FOR THE SOUTHWEST CORNER OF SEC. 8 BUT NO EVIDENCE OF THIS MONUMENT WAS FOUND. THE CORNER POSITION FALLS IN AN UNSTABLE SANDY BENCH JUST ABOVE THE LITTLE GOOSE POOL.

EXISTING CORPS OF ENGINEERS CADASTRAL RECOVERY RECORDS INDICATE THIS CORNER WAS SET IN 1962 AT REMAINS OF "OLD SURVEY STAKE" AND FENCE EVIDENCE. WE HELD THE CORPS OF ENGINEERS RECORD STATE PLANE COORDINATE POSITION FOR THIS CORNER.

SE CORNER SEC. 8

AN EXTENSIVE SEARCH WAS CONDUCTED FOR THE SOUTHEAST CORNER OF SEC. 8 BUT NO EVIDENCE OF THIS MONUMENT WAS FOUND. THE CORNER POSITION FALLS ON A NORTHEASTERLY FACING SLOPE APPROXIMATELY 1200' HORIZONTALLY FROM THE RIVER. IT APPEARS THAT THE POSITION FOR THIS CORNER WAS CALCULATED BY THE CORPS OF ENGINEERS AT MID-POINT BETWEEN EXISTING CORNERS 1 MILE NORTH AND 1 MILE SOUTH. THE CORPS CALCULATED NAD_27 POSITION FALLS APPROXIMATELY 60' EAST & 440' NORTH OF AN EXISTING FENCE CORNER WITH FENCES BEARING SOUTH & WEST. WE RE-CALCULATED THE POSITION OF THIS CORNER USING DOUBLE PROPORTIONATE MEASUREMENT WHICH PLACES THE CORNER POSITION IN CLOSE AGREEMENT WITH THE NORTHERLY PROJECTION OF THE EXISTING NORTH-SOUTH FENCE. THIS CORNER WAS NOT RE-SET PER THIS SURVEY.

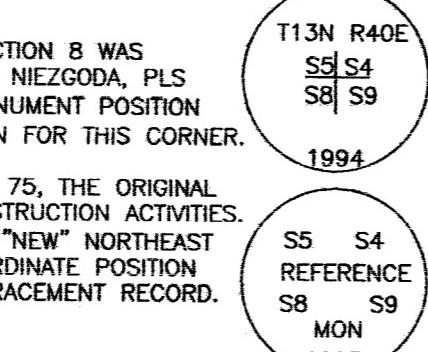
NE CORNER SEC. 8

THE PRESENT DAY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 8 WAS ESTABLISHED IN 1995 BY CORPS OF ENGINEERS SURVEYOR JOHN T. NIEZGODA, PLS #26302 PER RECORD SURVEY RECORDED IN AFN. 601699. THIS MONUMENT POSITION BEARS S83°45'05"E, 64.52 FEET FROM THE USCOE NAD_27 POSITION FOR THIS CORNER.

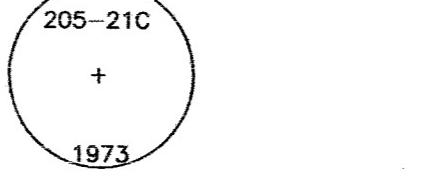
ACCORDING TO THE LAND CORNER RECORD FILED IN BOOK 2, PAGE 75, THE ORIGINAL CORPS MONUMENT MARKING THIS CORNER WAS DESTROYED BY CONSTRUCTION ACTIVITIES. THE 1995 SURVEY ESTABLISHED A REFERENCE MONUMENT FOR THE "NEW" NORTHEAST CORNER OF SECTION 8 AT THE RECORD NAD_27 STATE PLANE COORDINATE POSITION PER THE 1962 CORPS OF ENGINEERS UNRECORDED CADASTRAL RETRACEMENT RECORD.

①=204-21A

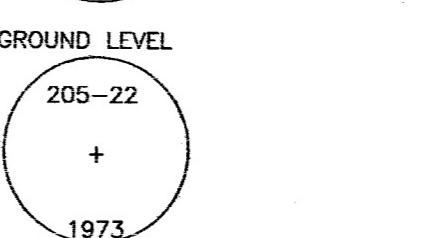
FOUND 1-1/2" IRON PIPE WITH BRASS SCREW & WASHER STAMPED: WITNESSED WITH 6' STEEL "T" POST 1' SOUTH,

②=205-21C

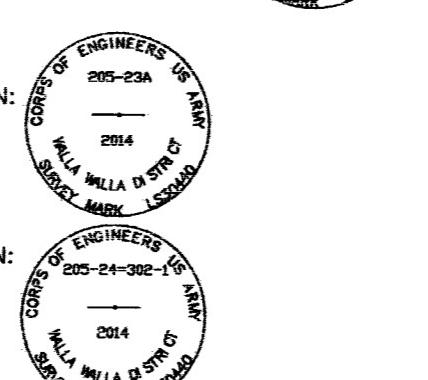
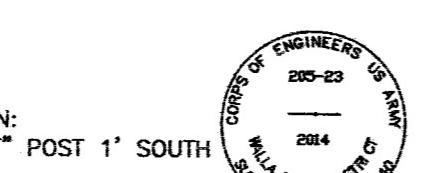
FOUND 1-1/2" IRON PIPE WITH BRASS SCREW & WASHER STAMPED:

③=205-22

FOUND 3-1/2" STANDARD USACE BRASS CAP SET IN CONCRETE AT GROUND LEVEL STAMPED AS SHOWN:



WITNESSED WITH 6' STEEL "T" POST 1' SOUTH,



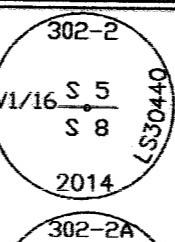
NEW MONUMENT DESCRIPTIONS:

④=205-23

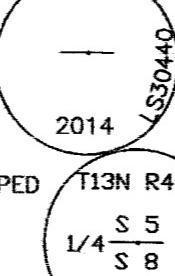
SET 3-1/2" ALUM. MON. ON 3/4" x 30" REBAR STAMPED AS SHOWN: RAISED A COLLAR OF STONE AROUND MONUMENT & SET 6' STEEL "T" POST 1' SOUTH & ATTACH SURVEY MARKER SIGN.

NEW MONUMENT DESCRIPTIONS:⑤=302-2 (W 1/16th. CORNER)

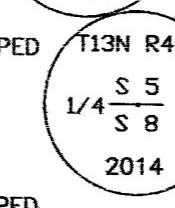
SET STANDARD USACE 3-1/2" ALUM. CAP ON 3/4" x 30" REBAR STAMPED AS SHOWN: RAISED A COLLAR OF STONE AROUND MONUMENT & SET 6' STEEL "T" POST 1' SOUTH & ATTACH SURVEY MARKER SIGN.

⑥=302-2A

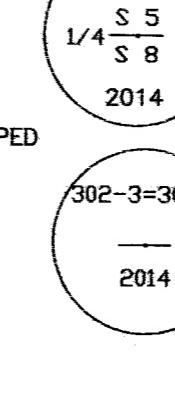
SET STANDARD USACE 3-1/2" ALUM. CAP ON 3/4" x 30" REBAR STAMPED AS SHOWN: SET 6' STEEL "T" POST 1' SOUTH & ATTACH SURVEY MARKER SIGN.

⑦=NORTH 1/4 SEC. 8

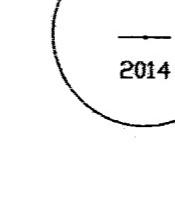
SET STANDARD USACE 3-1/2" ALUM. MON. ON 30" ALUM. PIPE, 24" IN THE GROUND STAMPED AS SHOWN:

⑧=302-3=303-1

SET STANDARD USACE 3-1/2" ALUM. MON. ON 30" ALUM. PIPE, 28" IN THE GROUND STAMPED AS SHOWN:

⑨=303-1A

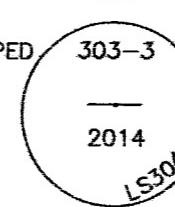
SET STANDARD USACE 3-1/2" ALUM. CAP ON 3/4" x 30" REBAR STAMPED AS SHOWN: SET 6' STEEL "T" POST 1' SOUTH & ATTACH SURVEY MARKER SIGN.

⑩=303-2

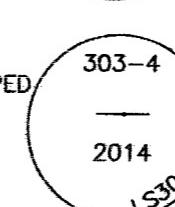
SET 3-1/2" ALUM. MON. ON 30" ALUM. PIPE, 28" IN THE GROUND STAMPED AS SHOWN: SET 6' STEEL "T" POST 1' SOUTH & ATTACH SURVEY MARKER SIGN.

⑪=303-3

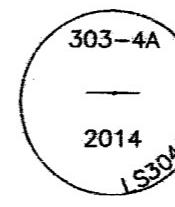
SET STANDARD USACE 3-1/2" ALUM. MON. ON 30" ALUM. PIPE, 28" IN THE GROUND STAMPED AS SHOWN:

⑫=303-4

SET STANDARD USACE 3-1/2" ALUM. MON. ON 30" ALUM. PIPE, 28" IN THE GROUND STAMPED AS SHOWN: SET 6' STEEL "T" POST 1' SOUTH & ATTACH SURVEY MARKER SIGN. MONUMENT FALLS 1' SOUTH AND 8' WEST OF CORNER OF FENCES BEARING WESTERLY AND SOUTHEASTERLY.

⑬=303-4A

SET STANDARD USACE 3-1/2" ALUM. CAP ON 3/4" x 30" REBAR SET FLUSH WITH TOP OF PAVEMENT STAMPED AS SHOWN: NO WITNESS POST WAS SET AT THIS LOCATION DUE TO PAVEMENT.

NARRATIVE:

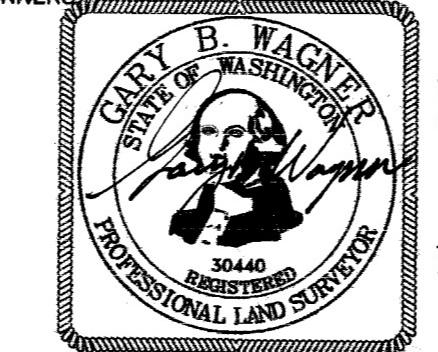
THIS PROJECT WAS UNDERTAKEN IN JANUARY-FEBRUARY OF 2014. THE PURPOSE OF THIS PROJECT WAS TO SURVEY THAT PORTION OF THE LITTLE GOOSE PROJECT BOUNDARY LYING WITHIN SECTIONS 4, 5, 8 AND 9 IN TOWNSHIP 13 NORTH, RANGE 40 EAST, W.M., WHITMAN COUNTY, WASHINGTON, NEAR CENTRAL FERRY STATE PARK. REAL ESTATE TRACTS 205, 302, 303 AND 304-1 WERE THE FOCUS OF THIS SURVEY EFFORT. MAJOR WORK ITEMS FOR THIS TASK ORDER INCLUDED DOCUMENTING ANY PERMANENT ENCROACHMENTS ENCOUNTERED ALONG THE PROJECT BOUNDARY LINE, MONUMENTING THE ANGLE POINTS IN THE BOUNDARY AND POSTING THE LINE WITH 6' CARSONITE POSTS.

Survey History

THE ORIGINAL GLO SURVEY AND SUBDIVISION OF THIS TOWNSHIP WAS EXECUTED BY DEPUTY SURVEYOR'S TRUAX & BRIGGS IN 1875. CORPS OF ENGINEERS CADASTRAL RECOVERY RECORDS FROM 1962 INDICATE CORPS' SURVEYORS RECOVERED AND REMONUMENTED PUBLIC LAND CORNER EVIDENCE IN THE PROJECT AREA. IN ADDITION, THOSE RECORDS INDICATE STATE PLANE COORDINATES IN THE NAD_27 SYSTEM WERE ESTABLISHED FOR EACH RECOVERED CORNER. MISSING PLSS CORNERS WERE COMPUTED BY UNKNOWN METHODS. IN THE EARLY 1990'S, THE CORPS OF ENGINEERS PERFORMED A BOUNDARY SURVEY FOR THE CENTRAL FERRY HABITAT MANAGEMENT UNIT IN SECTION 4 ADJOINING THIS PROJECT. IN THE COURSE OF THAT SURVEY, THE CORPS RE-ESTABLISHED THE SECTION CORNER OF 4-5-8-9 AT A POSITION APPROXIMATELY 64 FEET EASTERLY OF THE 1962 RECORD POSITION. SINCE THE 1962 MONUMENT FOR THAT CORNER HAD BEEN DESTROYED BY CONSTRUCTION ACTIVITIES, THE CORPS ESTABLISHED A REFERENCE MONUMENT AT THE 1962 RECORD POSITION. THE CERTIFIED LAND CORNER RECORD FOR THIS CORNER FILED IN BOOK 2, PAGE 75, PROVIDES A MORE DETAILED EXPLANATION OF THE CORNER HISTORY SURROUNDING THE RE-ESTABLISHMENT OF THIS CORNER.

DEED DOCUMENTS FOR AFOREMENTIONED TRACTS 205, 302, 303 AND 304-1 WERE RECORDED BETWEEN 1964-1965. IT IS REASONABLE TO BELIEVE THE PRIVATE LAND ACQUISITIONS DESCRIBED IN THE DEED DOCUMENTS FOR SAID TRACTS WERE BASED ON THE PUBLIC LAND SURVEY CORNERS SHOWN IN THE 1962 CADASTRAL RECOVERY RECORDS. FOR THIS REASON, THE RECORD POSITION OF THE 1962 SECTION CORNER, NOW OCCUPIED BY THE REFERENCE MONUMENT, WAS HELD AS THE BASIS OF THE LEGAL DESCRIPTIONS FOR TRACTS 303 AND 304-1. THE LOCATION OF THE EXISTING SIX FOOT CHAIN LINK RELATIVE TO THE NORTHERLY AND EASTERLY BOUNDARY OF TRACT 303 SHOWN ON SHEET 2 OF THE ENCLOSED SURVEY SEEMS TO CONFIRM THAT THE DEEDS FOR THIS TRACT WERE DESCRIBED FROM THE SECTION CORNER OF 4-5-8-9 THAT EXISTED IN 1962. FOR UNKNOWN REASONS, THE CHAIN LINK FENCE BEARING GENERALLY EAST FROM TRACT CORNER 303-4 DOES NOT FOLLOW THE DEED DESCRIPTION FOR TRACT 303. THIS FENCE APPEARS TO HAVE BEEN BUILT BY THE GOVERNMENT TO PREVENT ACCESS TO THE CENTRAL FERRY PARK SEWAGE LAGOON.

THE HORIZONTAL CONTROL FOR THIS SURVEY IS BASED ON GPS STATION "LGA VD-2" ESTABLISHED BY ROGERS SURVEYING, INC. IN 2013 FOR TASK ORDER 14, "LOWER SNAKE RIVER VERTICAL DATUM PROJECT". ALL CONTROLLING MONUMENTS FOR THIS SURVEY WERE SURVEYED USING A TRIMBLE 5800 GPS SYSTEM CONFIGURED FOR REAL TIME KINETIC SURVEYING. ALL CONTROLLING MONUMENTS WERE OBSERVED FOR A MINIMUM DURATION OF 3 MINUTES. REDUNDANT GPS MEASUREMENTS WERE MADE TO ALL CONTROLLING CORNERS.



3/12/14
DATE

RECORD SURVEY

LOCATED IN SW 1/4 SEC. 4, SE 1/4 SEC. 5, N 1/2 SEC. 8, & N 1/2 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 40 EAST, W.M. WHITMAN COUNTY, WASHINGTON

LEGAL DESCRIPTIONS:TRACT 302 (SEE QUITCLAIM DEED, BOOK 327, PAGE 806-808)

GOVERNMENT LOTS 1 AND 2, THE SOUTH HALF OF THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND ALL THAT PORTION OF GOVERNMENT LOT 3 AND THE NORTHEAST QUARTER OF SECTION 8 IN TOWNSHIP 13 NORTH, RANGE 40 EAST OF THE WILLAMETTE MERIDIAN, WHITMAN COUNTY, WASHINGTON, LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 8, 722 FEET WEST OF THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 17°30' WEST, A DISTANCE OF 1998.6 FEET; THENCE SOUTH 60°48' WEST, A DISTANCE OF 610 FEET; THENCE SOUTH 11°11' WEST TO THE ORDINARY HIGH WATER LINE ON THE NORTH BANK OF THE SNAKE RIVER AND THE POINT OF TERMINUS OF THE ABOVE DESCRIBED LINE.

THERE IS EXCEPTED THEREFROM THE EXISTING RIGHT OF WAY OF THE OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY LYING IN SAID GOVERNMENT LOTS 1 AND 2.

TRACT 205 (SEE WARRANTY DEED, BOOK 326, PAGE 449)

ALL THAT PORTION OF GOVERNMENT LOTS 1, 2, 7, 8 AND 9, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8 ALL IN TOWNSHIP 13 NORTH, RANGE 40 EAST OF THE WILLAMETTE MERIDIAN, WHITMAN COUNTY, WASHINGTON, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT LYING SOUTH 2°38'00" WEST, A DISTANCE OF 1642.96 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE NORTH 64°27'18" EAST, A DISTANCE OF 1507.35 FEET;

THENCE NORTH 87°02'12" EAST, A DISTANCE OF 4255.69 FEET;

THENCE NORTH 72°19'57" EAST TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 8 AND THE POINT OF TERMINUS OF THE ABOVE DESCRIBED LINE.

TRACT 303: (SEE BOOK 326, PAGE 450)

ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5 IN TOWNSHIP 13 NORTH, RANGE 40 EAST OF THE WILLAMETTE MERIDIAN, WHITMAN COUNTY, WASHINGTON, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT LYING SOUTH 84°58'11" WEST, A DISTANCE OF 2473.39 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 5;

THENCE NORTH 72°17'11" EAST, A DISTANCE OF 1758.37 FEET;

THENCE NORTH 83°27'48" EAST, A DISTANCE OF 483.14 FEET;

THENCE SOUTH 37°59'55" EAST, A DISTANCE OF 203.04 FEET;

THENCE NORTH 54°21'37" EAST TO THE EAST LINE OF SAID SECTION 5, AND THE POINT OF TERMINUS OF THE ABOVE DESCRIBED LINE.

THERE IS EXCEPTED THEREFROM ALL THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF U.S. HIGHWAY NO.